

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Complaint no.	5809 of 2019
Date of filing complaint	26.11.2019
First date of hearing	24.01.2020
Date of decision	22.08.2022

1.Jaskaran Singh Hothi 2.Ranjit Kaur both R/o: H.No. 65/2, Preet Nagar, Ladowali Road, Jalandhar, Punjab-144633	Complainants
Versus	
1. M/s BPTP Ltd. (through its Managing Director) 2. M/s Countrywide Promoters Ltd. (through its Managing Director) Both R/o: M-11, Middle Circle, Connaught Circus, New Delhi-110001 3. Kabul Chawla (Managing Director, BPTP Ltd.) R/o: 7, Amrita Shergill Marg, Lodhi Garden, Lodhi Road, Central Delhi, New Delhi- 110003 4. Mahesh Yadav (Managing Director, M/s Countrywide Promoters Ltd.) R/o: 571-D, Sector 15, Part-1, Gurugram- 122001. (Deleted vide order of 22.08.2022)	Respondents

CORAM:

Dr. KK Khandelwal	Chairman
Shri Vijay Kumar Goyal	Member

APPEARANCE:

Sh. Chandan Singh	Complainants
Sh. Venkat Rao	Respondents

ORDER

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

S.N.	Particulars	Details	
1.	Name of the project	"Terra", Sector- 37-D, Gurugram	
2.	Nature of project	Group Housing Towers	
3.	RERA registered/not registered	Registered 299 of 2017 dated 13.10.2017	
4.	DTPC License no.	83 of 2008 dated 05.04.2008	94 of 2011 dated 24.10.2011
	Validity status	04.04.2025	23.10.2019
	Name of licensee	SUPER BELTS PVT. LTD and 3 others	COUNTRYWIDE PROMOTERS PVT LTD and 6 others
	Licensed area	23.18 acres	19.74

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7.	Unit no.	T-20-802, Tower 20 [As per page no. 38 of complaint]
8.	Unit measuring	1998 sq. ft. [As per page no. 38 of complaint]
9.	Date of execution of Flat buyer's agreement	22.01.2013 (Page no. 33 of complaint)
10.	Possession clause	<p>5. Possession</p> <p>5.1 The Seller/Confirming Party proposes to offer possession of the Unit to the Purchaser(s) within e Commitment Period. The Seller/Confirming Party shall be additionally entitled to a Grace Period of 10 days after the expiry of the said Commitment Period for making offer of possession of the said Unit.</p> <p>1.6 "Commitment Period" shall mean, subject to, Force Majeure circumstances; intervention of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities or documentation, as prescribed/requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of instalments of the sale consideration as per the payment plan opted, Development Charges (DC). Stamp duty and other charges, the Seller/Confirming Party shall offer the possession of the Unit to the Purchaser(s)</p>

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		within a period of 42 months from the date of sanction of the building plan or execution of Flat Buyer's Agreement, whichever is later.
12.	Due date of possession	22.07.2016 (calculated from the execution of BBA)
13.	Basic sale Price	Rs. 1,04,89,500 /- [AS per BBA on page no.39 of complaint]
14.	Total amount paid by the complainants	Rs. 1,14,37,728 /- (as alleged by the complainants)
15.	Occupation certificate dated	09-12-2021 (inadvertently mentioned in the order dated 22.08.2022)
16.	Offer of possession	not offered

B. Facts of the complaint:

3. That the complainants booked a the unit with the respondents in their project "TERRA" bearing No. T20-802, floor No. 8, in T20 Tower by paying the amount of Rs. 6 lacs on 27.08.2012 and also paid an amount of Rs. 7,00,000/-, on 06.11.2012 Rs. 5,45,000/- on 24.12.2012. Further on 24.12.2012, the complainants paid Rs.5,42,000/- and thereafter agreement was executed on 22.01.2013. It is relevant to mention here that the total basic sale price of the flat as per clause 3.1 (a) of the agreement was Rs. 10,489,500/- + development charges @ Rs. 462/- per square feet

on super built up area measuring 1998 square feet as per clause 2.1 of the agreement. The complainants as on 2018 paid about Rs.1,14,37,728/-.

4. That the complainants relying upon the reputation of the respondents and being interested in purchasing the apartments in the project entered into buyer's agreements dated 22.01.2013. As per clause 5 of the buyer's agreement, it was specifically stated that the construction of the unit would be completed and possession would be offered to the allottees / complainants within the commitment period, as per the definition of commitment period as defined under clause 1.6 of the agreement the commitment period is 42 months. It is relevant to mention herein that the buyer's agreement was one-sided and heavily loaded in the favour of the respondents pointing out to the grave unfair trade practices being carried out by them. Thus, from the simple calculation and bare perusal of clause 5 read with clause 1.6 of the agreement, the due date for the possession comes out to be 21.07.2016.
5. That the complainants being aggrieved against the respondents for not completing the project and for not delivering the possession of apartments, made number of visits to the site and requested them to hand over the possession but all in vain.
6. That the complainants have at all times made payments against the demands of the respondents and as per payment schedule of the agreement pertaining to the flat, but the fraudulent act and conduct

of the respondent needs to be penalized in accordance with the provisions of the Real Estate(Regulation and Development) Act 2016.

7. That since the respondents failed to give possession in time and the time being essence of the agreement, and further the respondents being not able to hand over possession in near future, the complainant/allottees are entitled for refund of the deposited amount alongwith compound interest on the amount paid to the respondents at the rate 18% per annum from date of making payments till the actual date of its realization and criminal prosecution is also liable to initiated against them as provided under the act.

C. Relief sought by the complainants:

8. The complainants have sought following relief(s):
- i. Refund the entire payments i.e., Rs.1,14,37,728/- made by complainants to respondent along with interest @ 18% p.a. from the date of deposit till its realization in full and final.
 - ii. Impose penalty as prescribed under Section 61 of RERA on the respondent for having contravened with provisions of section 11.
 - iii. Impose penalty as prescribed under Section 59 of RERA on the respondent for contravening the provisions of Section 11.
 - iv. Initiate appropriate legal action against the respondent as provided under section 69 of the Act for breaching the trust of

innocent persons and cheating them with intention to gain and usurp money unlawfully.

D. Reply by respondent:

The respondent by way of written reply dated 15.11.2021 made the following submissions:

9. The respondents have based their reply on the fact that the complainants are allottees in the project, but the complaint is not maintainable.
10. It was further reiterated that the complainants after reading, understanding, agreeing, and accepting the terms and clauses of the application for allotment has submitted that same after affixing their signature, whereas the same were reiterated in the floor buyer's agreement, which was duly executed between the parties on 22.01.2013. It was denied that the buyer's agreement is one-sided development agreement and favours the respondents.
11. It was further denied that the time frame for handing over of possession had expired and the project has been delayed inordinately. In fact, the project is nearing completion and the respondents have already applied for the grant of occupancy certificate and the same is awaited. Therefore, the possession of the unit shall be handed over shortly.
12. It was submitted that the respondents raised demands as per the agreed payment schedule and as per the terms of the agreement, however the complainants defaulted in the payment of instalments.


The reminder notices dated 02.09.2013, 05.12.2013, 07.04.2014, 22.12.2014, 27.01.2015, 21.04.2015, 19.11.2015 and 05.01.2017 were served upon the complainants for clearance of outstanding dues. It was submitted that the complainants cannot take benefit or take advantage of their own wrongdoings. It was further submitted that cheques dated 20.10.2012 and 21.10.2016 of the complainants got dishonoured from the bank due to insufficient funds, and therefore the respondents served them with cheque bounce intimation letters dated 29.10.2012, 16.11.2012 and 03.11.2016.

13. All other averments made in the complaint were denied in toto.
14. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority:

15. The plea of the respondents regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

 As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the

present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has completed territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

16. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

G. Findings on the objections raised by the respondents.

G. I Objection regarding untimely payments done by the complainant.

17. It is contended that the complainants have made defaults in making payments as a result thereof, the respondents had to issue reminder letters dated 02.09.2013, 05.12.2013, 07.04.2014, 22.12.2014,



27.01.2015, 21.04.2015. The respondents have further submitted that the complainants have still not cleared the dues. The counsel for the respondents pointed towards clause 7.1 of the buyer's agreement wherein it is stated that timely payment of instalment is the essence of the transaction, and the relevant clause is reproduced below:

*"7. TIMELY PAYMENT ESSENCE OF CONTRACT.
TERMINATION, CANCELLATION AND FORFEITURE"*

7.1 The timely payment of each instalment of the Total Sale Consideration i.e., COP and other charges as stated herein is the essence of this transaction/Agreement. In case the Purchaser(s) neglects, omits, ignores, defaults, delays or fails, for any reason whatsoever, to pay in time any of the instalments or other amounts and charges due and payable by the Purchaser(s) as per the payment schedule opted or if the Purchaser(s) in any other way fails to perform, comply or observe any of the terms and conditions on his/her part under this Agreement or commits any breach of the undertakings and covenants contained herein, the Seller/Confirming Party may at its sole discretion be entitled to terminate this Agreement forthwith and forfeit the amount of Earnest Money and Non-Refundable Amounts and other amounts of such nature..."

18. At the outset, it is relevant to comment on the said clause of the agreement i.e., *"7. TIMELY PAYMENT ESSENCE OF CONTRACT. TERMINATION, CANCELLATION AND FORFEITURE"* wherein the payments to be made by the complainants have been subjected to all kinds of terms and conditions. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favor of the promoter and against the allottee that even a single default by the allottee in making timely payment as per the payment plan may result in termination of the said agreement and forfeiture of the earnest money. Moreover, the authority observes that despite complainants being in default in

making timely payments, the respondents have not exercised discretion to terminate the buyer's agreement. The attention of authority was also drawn towards clause 7.2 of the flat buyer's agreement whereby the complainants would be liable to pay the outstanding dues together with interest @ 18% p.a. compounded quarterly or such higher rate as may be mentioned in the notice for the period of delay in making payments. In fact, the respondents have charged delay payment interest as per clause 7.2 of the buyer's agreement and has not terminated the agreement in terms of clause 7.1 of the buyer's agreement. In other words, the respondents have already charged penal interest from the complainants on account of delay in making payments as per the payment schedule. However, after the enactment of the Act of 2016, the position has changed. Section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoters, in case of default, shall be equal to the rate of interest which the promoter would be liable to pay the allottee, in case of default. Therefore, interest on the delay payments from the complainants would be charged at the prescribed rate i.e., 10% by the respondents which is the same as is being granted to the complainants in case of delay possession charges.

F. Findings on the relief sought by the complainants.

Relief sought by the complainants: The complainants have sought following relief:

- 1) Direct the respondents to return sale consideration sum of Rs. Rs. 1,14,37,728 /-received by it from the complainants.

Note:- A request has been received from respondent no. 4 i.e. shri Mahesh Yadav for deletion of his name as he is not necessary party as has been agreed by other respondents and

the complainant. accordingly, his name is deleted from the list of respondents.

Delay Possession Charges

19. While filing the complaint, the complainants sought refund of the paid up amount besides interest and compensation. But, during the course of proceedings, a stand was taken by the complainants through their counsel that occupation certificate of the project has been obtained by the respondents. So, instead of seeking refund of the paid up amount, they would like to take possession of the allotted unit subject to payment/ adjustment of DPC and other charges as per the report of the committee appointed by the authority vide its orders dated 06.07.2021 and 17.08.2021. The respondents through their counsel did not object to that offer of the complainants. So, instead of refund of the paid-up amount of the allotted unit, the claim of complainants is being considered for its possession subject to payment/ adjustment of DPC and other charges as per the report of the committee appointed by the authority vide its orders dated 06.07.2021 and 17.08.2021. So, in view of stand taken by both the parties through their respective counsel, the claim of the allottees with regard to possession of allotted unit is being dealt with as per the report of the committee, given for the project Spacio developed by the respondent-builder and as applicable to the project Terra being reproduced below.

Sr. No	Key Issues	Recommendations
i.	Super Area	Consequent to exclusion of the pool balancing tank and area under the feature wall from the list of the common areas, the additional common areas will decrease from 45713.29 sq. ft. to 38363.97 sq. ft (Park Spacio). Accordingly, the

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		saleable area/specific area factor (997049.14/772618.28) will reduce from 1.30 to 1.2905 (Park Spacio).			
ii.	Cost Escalation:	After analysis of various factors as detailed in the committee report, The committee is of the view that an escalation cost of Rs. 374.76 per sq. feet is to be allowed instead of Rs. 588 demanded by the developer.			
iii.	STP Charges and Electric Connection (ECC) + Fire Fighting (FF)+Power-Backup Charges (PBIC):	the allottees of Spacio may be charged on the pattern of the allottees of Park Generation in respect of STP charges (@INR 8.85 sq. ft. and ECC+FFC+PBIC (@ INR 100 per sq. ft.)			
iv.	Annual Maintenance Charges	it was agreed upon that the developer will recover maintenance charges quarterly, instead of annually			
v.	Car Parking Charges:	After discussion, the committee finds no dispute on the issue and it was agreed upon that the car parking along with its cost shall be included in the conveyance deed to be executed with the allottees			
vi.	Holding Charges:	The Committee observes that the issue already stands settled by the Hon'ble Supreme Court vide judgment dated 14.12.2020 in civil appeal no. 3864-3889/202, whereby the Hon'ble Court had upheld the order dated 03.01.2020 passed by NCDRC, which lays in unequivocal terms that no holding charges are payable by the allottee to the developer			
vii.	Club membership charges	it was agreed upon that club membership will be optional			
viii.	Preferential location charges	In view of this, the Committee recommends that the respondent may be directed to submit an affidavit declaring that PLCs have been levied strictly as prescribed in the FBAs executed with all the complainants in the projects terra			
ix.	EDC/IDC	The Committee observes that the concern of the complainants is genuine and recommends that the respondent be directed not to raise any undue and inappropriate demands in the future.			
x.	HVAT	Period	Scheme	Effective Rate of Tax	Whether recoverable from Customer
		Up to 31.03.2014	Haryana Alternative Tax	1.05 %	Yes

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			Compliance Scheme	4.51%	Yes
			From 01.04.2014 to 30.06.2017		
xi.	Service Tax	Service tax Rates/Date		Effective Tax Rate after abatement	
		01 July 2010 to 31st March 2012		10.30%	
		1st April 2012 to 31st May 2015		3.71%	
		1st June 2015 to 14th Nov 2015		4.20%	
		15th Nov 2015 to 31st May 2016		4.35%	
		1st June 2016 to 30th June 2017		4.50%	
xii.	GST	Particulars		Teera	
		HVAT (after 31.03.2014) (A)		4.51%	
		Service Tax (B)		4.50%	
		Pre-GST Rate (C =A+B)		9.01%	
		GST Rate (D)		12.00%	
		Incremental Rate E= (D-C)		2.99%	
		Less: Anti-Profiteering benefit passed if any till March 2019 (F)		2.58%	

20. The complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the

promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

21. Clause 5.1 read with clause 1.6 of the flat buyer's agreement provides the time period of handing over possession and the same is reproduced below:

- (i) *"Clause 5.1- The Seller/Confirming Party proposes to offer possession of the unit to the Purchaser(s) within the Commitment period. The Seller/Confirming Party shall be additionally entitled to a Grace period of 180 days after the expiry of the said Commitment Period for making offer of possession of the said unit. Clause 1.6 "Commitment Period" shall mean, subject to, Force Majeure circumstances; intervention of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities or documentation, as prescribed/requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of instalments of the sale consideration as per the payment plan opted, Development Charges (DC). Stamp duty and other charges, the Seller/Confirming Party shall offer the possession of the Unit to the Purchaser(s) within a period of 42 months from the date of sanction of the building plan or execution of Flat Buyer's Agreement, whichever is later.."*

22. At the inception, it is relevant to comment on the pre-set possession clause of the floor buyer's agreement wherein the possession has been subjected to numerous terms and conditions and force majeure circumstances. The drafting of this clause is not only vague but so heavily loaded in favour of the promoters that even a single default by the allottee in fulfilling obligations, formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the buyer's agreement by the promoter is just to evade the liability towards timely delivery of

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subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

23. **Admissibility of grace period:** The promoter has proposed to hand over the possession of the unit within a period of 42 months from the date of sanction of the building plan or execution of flat buyer's agreement, whichever is later, the flat buyer's agreement was executed on 22.01.2013. So, the due date is calculated from the date of execution of flat buyer's agreement i.e. 22.07.2016. Further, it was provided in the floor buyer's agreement that promoter shall be entitled to a grace period of 180 days after the expiry of the said committed period for making offer of possession of the said unit. In other words, the respondents are claiming this grace period of 180 days for making offer of possession of the said unit. There is no material evidence on record that the respondent-promoters had completed the said project within this span of 42 months and had started the process of issuing offer of possession after obtaining the occupation certificate. As a matter of fact, the promoter has not obtained the occupation certificate and offered the possession within the time limit prescribed by him in the floor buyer's agreement. As per the settled law, one cannot be allowed to take advantage of his own wrongs. Accordingly, this grace period of 180 days cannot be allowed to the promoter.

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24. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges at the prescribed rate of interest on the amount already paid by them.

However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules being reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

25. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

26. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 22.08.2022 is 8%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10%.

27. The definition of term 'interest' as defined under section 2(z) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:



"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause— the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.

the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

28. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10% p.a. by the respondent-promoters which is the same as is being granted to the complainants in case of delayed possession charges.
29. Though the relief sought by the complainants relates to refund of the paid up amount against the allotted unit but during the proceedings, a stand was taken by them through their counsel for taking possession of the allotted unit on the basis of occupation certificate subject to delay possession charges and other reliefs as recommended by the committee appointed by the authority. The respondents through their counsel did not object to the same. The committee gave its certain recommendations with regard to the project of the subject unit and the were adopted by the authority, having no objection from the respondents. So, the complainants would be entitled to relief w.r.t. STP , electrification, fire-fighting ,power backup, club membership , PLC charges , GST/VAT , super area, development charges , car parking , advance maintenance charges and cost escalation etc. (applicable if any).

H. Directions of the authority



30. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- The respondents are directed to pay interest at paid up amount of Rs.1,14,37,728/- at the prescribed rate of 10% p.a. for every month of delay from the due date of possession i.e. 22.07.2016 till obtaining of occupation certificate i.e. 09.12.2021 plus two months i.e. 09.02.2022 to the complainant(s) as per section 19(10) of the Act.
- The arrears of such interest accrued from due date of possession till its admissibility as per direction (i) above shall be paid by the promoters to the allottees respectively from date of this order as per rule 16(2) of the rules.
- The complainants are also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period against their unit to be paid by the respondents
- The rate of interest chargeable from the allottees by the promoters, in case of default shall be charged at the prescribed rate i.e., 10% by the respondent/promoters which is the same rate of interest which the promoters would be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- The complainants would also be entitled to relief w.r.t. STP , electrification, fire-fighting ,power backup, club membership , PLC charges , GST/VAT , super area, development charges , car



parking , advance maintenance charges and cost escalation etc. (applicable if any) as per the recommendations of the committee detailed earlier in para no. 19 of the order.

- The respondents shall not charge anything from the complainants which is not the part of the agreement. However, holding charges shall also not be charged by the promoter at any point of time even after being part of agreement as per law settled by the Hon'ble Supreme Court in civil appeal no. 3864-3889/2020 dated 14.12.2020.

31. Complaint stands disposed of.

32. File be consigned to registry.

V.1-3
(Vijay Kumar Goyal)
Member

[Signature]
(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 22.08.2022